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September 8, 2016

Ms. Jocelyn Boyd  
Chief Clerk and Administrator  
South Carolina Public Service Commission  
Synergy Business Park, The Saluda Building  
101 Executive Center Drive  
Columbia SC 29210

Re: Application of ADSI Moving Systems, Inc. for a Class E (Household  
Goods) Certificate of Public Convenience and Necessity to Operate as a  
Motor Vehicle Carrier  
**Docket No. 2016-231-T**

Dear Ms. Boyd:

Enclosed for filing on behalf of ADSI Moving Systems, Inc., please find the direct  
testimony of Brian D. Ellefson and Paula F. Price in the above-referenced matter.

Thank you for your assistance.

Sincerely,

McNAIR LAW FIRM, P.A.



Margaret M. Fox

MMF:khh

cc: Florence P. Belser, Esquire  
Brian Ellefson

McNAIR LAW FIRM, P.A.  
1221 Main Street  
Suite 1600  
Columbia, SC 29201

Mailing Address  
Post Office Box 11390  
Columbia, SC 29211

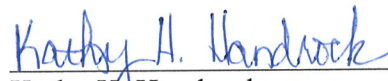
mcnair.net

**BEFORE**  
**THE PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA**  
**DOCKET NO. 2016-231-T**

IN RE:	)	
Application of ADSI Moving Systems,	)	<b>CERTIFICATE OF SERVICE</b>
Inc. for a Class E (Household Goods)	)	
Certificate of Public Convenience and	)	
Necessity to Operate as a Motor Vehicle	)	
Carrier	)	
<hr/>		

This is to certify that I, Kathy H. Handrock, a Paralegal with the McNair Law Firm, P.A., have this date served one (1) copy of the Direct Testimony of Brian D. Ellefson and Paula F. Price. Docket No. 2016-231-T in the above-referenced matter to the person(s) named below by causing said copy to be deposited in the United States Postal Service, first class postage prepaid and affixed thereto, and addressed as shown below:

Florence P. Belser  
Office of Regulatory Staff  
1401 Main Street, Ste. 900  
Columbia, SC 29201

  
\_\_\_\_\_  
Kathy H. Handrock  
MCNAIR LAW FIRM, P.A.  
PO Box 11390  
Columbia, SC 29211  
TEL: 803.799.9800

September 8, 2016  
Columbia SC

BEFORE  
THE PUBLIC SERVICE COMMISSION  
OF SOUTH CAROLINA  
DOCKET NO. 2016-231-T

Application of ADSI Moving Systems, Inc.                     )  
for a Class E (Household Goods) Certificate of                )  
Public Convenience and Necessity to Operate                )  
as a Motor Vehicle Carrier   )  
\_\_\_\_\_)

**DIRECT TESTIMONY OF BRIAN D. ELLEFSON**

1    **Q.     Please state your name, employer, and business address.**

2    A.     My name is Brian David Ellefson. I am the President/CEO of Ellefson Transportation  
3           Group, Inc., the parent company of ADSI Moving Systems, Inc. My business address is  
4           3122 Mike Padgett Highway, Augusta, GA 30906.

5    **Q.     What is ADSI Moving Systems, Inc. (“ADSI”) and how long has it been in business?**

6    A.     ADSI is an abbreviation for Augusta Data Storage Inc. The Ellefson Transportation Group  
7           Companies have been in operation since 1967. In 1992, we expanded our household goods  
8           division and became a United Van Lines agency under the name Augusta Data Storage,  
9           Inc. d/b/a ADSI Moving Systems. In 2006 Augusta Data Storage, Inc. and ADSI Moving  
10          Systems, Inc. became two separate Georgia corporations with individual tax identification  
11          numbers and DOT numbers. We accomplished this by changing the name of the original  
12          company to ADSI Moving Systems, Inc. and forming a new corporate entity with the name  
13          Augusta Data Storage, Inc. Augusta Data Storage, Inc. is our records management  
14          company.

1   **Q.     In what state is ADSI incorporated?**

2   A.     ADSI is incorporated in the State of Georgia. It was incorporated in 1992 under the name  
3           Augusta Data Storage, Inc. As stated above, in 2006 Augusta Data Storage, Inc. and ADSI  
4           Moving Systems, Inc. became two separate Georgia corporations with individual tax  
5           identification numbers and DOT numbers.

6   **Q.     Is ADSI Moving Systems, Inc. authorized by the South Carolina Secretary of State to**  
7           **transact business in South Carolina?**

8   A.     Yes. A Certificate of Authority from the South Carolina Secretary of State is attached to  
9           the Application we filed in this docket.

10  **Q.     Is ADSI affiliated with any other companies, and what is the relationship?**

11  A.     ADSI Moving Systems is operated under the Ellefson Transportation Group umbrella.  
12           Ellefson Transportation Group consists of 6 companies:

13           ADSI Moving Systems, Inc.  
14           MA Ellefson & Son, Inc d/b/a Acme Moving & Storage  
15           A-1 Bestway, Inc.  
16           A Moving Service, Inc  
17           Augusta Data Storage, Inc.  
18           Augusta Portable Storage, Inc.

19  **Q.     How many employees does ADSI have?**

20  A.     Combined the Ellefson Transportation Group companies have over 100 full time  
21           employees. Approximately 65 of the 100 FTEs are ADSI Moving System employees.

22  **Q.     How do you train your employees?**

23  A.     All ADSI employees are required to attend and complete pre-employment orientation to  
24           review all company standards, procedures and policies. ADSI and United Van Lines offers  
25           an extensive movers loading and delivery learning plan. This learning plan is designed to  
26           improve and support the skills of van operators and movers/helpers who provide the service



1 to our customers. The plan will provide skills needed to develop a basic understanding of  
2 carrying and loading techniques designed to be in compliance with the generally accepted  
3 loading practices. The plan consists of 72 courses and requires approximately 50-60 hours  
4 to complete.

5 **Q. Does ADSI own or lease any vehicles?**

6 A. ADSI owns all Vehicles used in the Transportation of household goods. ADSI's fleet  
7 consists of over 70 pieces of equipment consisting of Pack vans, box trucks, Straight  
8 Trucks, trailers, roll backs and flatbed trailers.

9 **Q. Please describe the services ADSI will provide in South Carolina.**

10 A. ADSI is applying for authority to transport household goods to any and all points within  
11 the State of South Carolina. This includes packing, storage and transporting of household  
12 goods.

13 **Q. Do you have experience providing these services?**

14 A. Yes. ADSI has been providing household goods moving services since 1992 on an  
15 interstate basis and within the State of Georgia. Our sister companies – Acme Moving  
16 and Storage and A-1 Bestway, Inc. – have been providing household goods moving  
17 services on an interstate basis and within the State of Georgia since 1967.

18 **Q. Is ADSI certified to provide intrastate transportation of household goods in another**  
19 **state?**

20 A. Yes, we are certified in the State of Georgia, and we have been transporting household  
21 goods there since 1992.

1     **Q.     Is ADSI in good standing with the state regulatory authority in Georgia with respect**  
2           **to its intrastate transportation of household goods?**

3     A.     Yes.

4     **Q.     Has ADSI been convicted of operating with no intrastate household goods authority**  
5           **or failure to abide by the rules and regulations pertaining to the intrastate**  
6           **transportation of goods in this state or any other state?**

7     A.     No.

8     **Q.     Has ADSI ever had a certificate authorizing the transportation of household goods**  
9           **revoked in this state or any other state?**

10    A.     No.

11    **Q.     Are you aware of any complaints filed against ADSI with the Better Business Bureau,**  
12       **Chamber of Commerce, or any state or municipal court or agency?**

13    A.     No.

14    **Q.     Are you familiar with, and do you agree to comply with, the statutes and regulations**  
15       **that govern the operation of intrastate household goods movers in South Carolina?**

16    A.     Yes, I am familiar with the requirements and agree to comply with them.

17    **Q.     Why do you believe there is a need for ADSI's services in South Carolina?**

18    A.     ADSI's corporate offices is located in Augusta, GA. Being a border city, we are currently  
19       providing services in both Georgia and South Carolina through our sister companies. The  
20       purpose for this application is to streamline our services so ADSI can offer all services  
21       (intra & interstate) under one brand, which will be less confusing to our customers.

1 **Q. How will ADSI market its services in South Carolina?**

2 A. Currently ADSI's marketing efforts include social media campaigns, traditional hardcopy  
3 service brochures and mailers, etc. We have a dedicated sales force of 7 people who are  
4 actively involved in sales force networking, community participation, and involvement  
5 with local charities and non-profit organizations, as well as memberships to professional  
6 associations and local Chambers in Georgia and South Carolina.

7 **Q. Is ADSI financially able to provide the services for which it requests authority?**

8 A. Yes. The Financial Statement that was included in ADSI's Application demonstrates that  
9 the Company is financially sound and able to provide the services for which it seeks  
10 authorization.

11 **Q. Are there any outstanding court orders or judgments against ADSI or you**  
12 **personally?**

13 A. No.

14 **Q. Does ADSI have insurance?**

15 A. Yes. A copy of a Certificate of Liability Insurance was provided as an attachment to  
16 ADSI's Application.

17 **Q. Does ADSI have a proposed tariff?**

18 A. ADSI is a member of the South Carolina Tariff Bureau ("SCTB") and concurs in SCTB  
19 Motor Freight Tariff No. 6 (Household Goods Tariff), which has been approved by and is  
20 on file with the Commission.

21 **Q. Do you understand that the rates in that tariff are the only ones the Company can**  
22 **charge for intrastate moving of household goods?**

23 A. Yes.

1    **Q.    How will you quote the cost of a move to a customer?**

2    A.    ADSI will be using a proprietary tablet-based estimating system. The SC tariff can be  
3           tabled in this system. Written quotes can be provided to the customer electronically as  
4           well as a printed copy. The customer has the option to accept the estimate electronically  
5           and book the order.

6    **Q.    Does ADSI have a bill of lading?**

7    A.    Yes. We have two – one for hourly-based transportation and one for weight-based  
8           transportation. Copies of the bills of lading we propose to use in South Carolina are  
9           attached to my testimony as Exhibit A.

10   **Q.    Will ADSI provide a bill of lading for each move it conducts?**

11   A.    Yes.

12   **Q.    Does this conclude your testimony?**

13   A.    Yes.

## EXHIBIT A



# Uniform Household Goods Bill of Lading and Freight Bill

(Hourly Based Transportation)

**ADSI Moving Systems, Inc.**

3122 Mike Padgett Hwy Augusta, GA 30906

706-793-0186

DOT No. 754250

Cert #: XXXX

Tariff: SCTB Tariff No. 6

Order No: ADS-317-14

Vehicle No: \_\_\_\_\_

ORIGIN				DESTINATION			
Customer <u>FIRESTONE BRIDGESTONE</u>				Customer <u>FIRESTONE BRIDGESTONE</u>			
Address <u>30 EMERY STREET</u>				Address <u>1 BRIDGESTONE PARKWAY</u>			
City <u>GREENVILLE</u>	State <u>SC</u>	Zip <u>29605</u>		City <u>GRANITEVILLE</u>	State <u>SC</u>	Zip <u>29829</u>	
County _____	Phone _____			County _____	Phone _____		

Pack Date	Load Date <u>10/15/2014</u>	Delivery Date <u>10/15/2014</u>	<b>NOTIFY IN CASE OF: DELAY <input type="checkbox"/> CHARGES (Est. \$: _____)</b> Name: _____ Phone: _____
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PACKING & UNPACKING SERVICES	Containers			Packing			Unpacking		
Items	Quantity	Rate	Amount	Quantity	Rate	Amount	Quantity	Rate	Amount
Dishpack									
Cartons: Less than 3 Cubic ft.									
3 Cubic feet									
4.5 Cubic feet									
6 Cubic feet									
6.5 Cubic feet									
Wardrobe Carton, not less than 10 cu. Ft.									
Mattress Carton; Crib									
Twin (not exceeding 39" X 75")									
Double (not exceeding 54" X 75")									
King/Q (exceeding 54" X 75")									
Long/S (39: 80")									
Corrugated Containers									
Crates:									
Minimum Crate or Container Charge:									
Add Container Packing & Unpacking Totals									
Together and insert sum total									
							</		

**OVERTIME CHARGED BEFORE 8 A.M. AND AFTER 5 P.M. OR FOR SATURDAYS, SUNDAYS AND HOLIDAYS**

Hourly Charges	No. of Vans	No. of Men	Time Start	Time Finished	Minus Lunch	Plus Driving	Total Time	Rate per Hour	CHARGES
Regular Hours									
Overtime Hours									

THE SHIPMENT WILL MOVE SUBJECT TO THE RULES AND CONDITIONS OF THE CARRIER'S TARIFF AND PER THE ATTACHED CONTRACT TERMS AND CONDITIONS.

CUSTOMER HEREBY RELEASES THE ENTIRE SHIPMENT TO A VALUE NOT EXCEEDING \$ \_\_\_\_\_  
(TO BE COMPLETED BY PERSON SIGNING BELOW)

NOTICE: THE CARRIER'S LIABILITY FOR LOSS AND DAMAGE WILL BE \$.60 PER POUND PER ARTICLE UNLESS A GREATER AMOUNT IS SPECIFIED BY THE CUSTOMER IN THE SPACE ABOVE.

**TOTAL HOURLY CHARGES:**

Appliance Origin		
Appliance Destination		
Valuation		
Other Charges		
Storage Pickup		
Storage Delivery		
Warehouse Handling		
Storage Valuation		
Storage		

CUSTOMER		DATE		TOTAL CHARGES	
<input type="checkbox"/> C.O.D.: Customer's Intls _____		<input type="checkbox"/> CASH		TOTAL PROBABLE COST CHARGES \$ _____	
<input type="checkbox"/> PREPAID		<input type="checkbox"/> CASHIER'S CHECK		Maximum Amount Required to be Paid on Delivery (If Probable Cost/Binding statement has been given customer, the PROBABLE COST CHARGE PLUS 10%)	
<input type="checkbox"/> BILLED		<input type="checkbox"/> MONEY ORDER		PREPAYMENT	
Account _____				BALANCE DUE	
Address _____					
City _____ State _____ Zip _____					

All Advance or lawful charges must be paid in, cash, credit card, certified check, or cashier's check upon completion of all services, unless otherwise indicated by carrier

Carrier agrees to transport the goods and effects tendered by the customer subject to the preceding terms and conditions.

Shipment was received in good condition except as noted and all services ordered have been performed.

Carrier's Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Carrier's Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Customer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Customer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## CONTRACT TERMS AND CONDITIONS

### Sec. 1.

- a) The carrier or party in possession of any of the property herein described shall be liable as at common law for any loss thereof or damage thereto, except as hereinafter provided.
- b) No carrier or party in possession of all or any of the property herein described shall be liable for any loss thereof or damage thereto or delay caused by the act of God, the public enemy, the acts of public authority, quarantine, riots, strikes, perils of navigation, the act or default of the customer or owner, the nature of the property or defect or inherent vice therein. Except in case of negligence of the carrier or party in possession, no carrier or party in possession of all or any of the property herein described shall be liable for the loss or damage thereto or responsible for its condition, operation, or functioning, whether or not such property or any part of it is packed, unpacked, or packed and unpacked by the customer or its agent. Except in case of negligence of the carrier or party in possession, no carrier, or party in possession of all or any of the property herein described shall be liable for damage to or loss of contents of pieces of furniture, crates, bundles, cartons, boxes, barrels, or other containers unless such contents are open for the carrier's inspection and then only for such articles as are specifically listed by the customer and receipted for by the carrier or its agent.
- c) Except in case of negligence of the carrier or party in possession, the carrier or party in possession of the property herein described shall not be liable for delay caused by highway obstruction, or faulty or impassable highway, or lack of capacity of any highway, bridge, or ferry, or caused by breakdown of mechanical defect of vehicles or equipment.
- d) Except in case of negligence of the carrier or party in possession the carrier or party in possession shall not be liable for loss, damage, or delay occurring while the property is stopped and held or stored in transit upon request of the customer, owner, or party entitled to make such request, whether such request was made before or after the carrier comes into possession of the property.
- e) In case of quarantine the property may be discharged at the risk and expense of the owners into quarantine depot or elsewhere, as required by quarantine regulations, or authorities, and in such case, carrier's responsibility shall cease when the property is so discharged, or property may be returned by carrier at owner's expense to shipping point earning charges both ways. Quarantine expenses of whatever nature or kind upon or in respect to property shall be borne by the owners of the property or be a lien thereon. The carrier shall not be liable for loss or damage occasioned by fumigation or disinfection or other acts done or required by quarantine regulations or authorities even though the same may have been done by carrier's officers, agents, or employees, nor for detention, loss, or damage of any kind occasioned by quarantine or the enforcement thereof. No carrier shall be liable, except in case of negligence, for any mistake or inaccuracy in any information furnished by the carrier, its agents, or officers, as to quarantine laws or regulations. The customer shall hold the carriers harmless from any expense they may incur, or damages they may be required to pay, by reason of the introduction of the property covered by this contract into any place against the quarantine laws or regulations in effect at such place.

### Sec. 2.

- a) No carrier is bound to transport said property by any particular schedule, vehicle, train or vessel or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination. In all cases not prohibited by law, where a lower value than the actual value has been represented in writing by the customer or has been agreed upon in writing as the released value of the property as determined by the classification of tariffs upon which the rate is based, such lower value shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.
- b) As a condition precedent to recovery, claims must be filed in writing with the receiving or delivering carrier, or carrier issuing this bill of lading, or carrier in possession of the property when the loss, damage, injury or delay occurred, within 90 days after delivery of the property (or in case of export traffic, within nine months after delivery at port of export) or, in case of failure to make delivery, then within nine months after a reasonable time, for delivery has elapsed; and suits shall be instituted against any carrier only within two years and one day from the day when notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits not instituted thereon in accordance with the foregoing provisions, no carrier hereunder shall be liable, and such claims will not be paid.
- c) Any carrier or party liable on account of loss or damage to any of said property shall have the full benefit of any insurance that may have been effected upon or on account of said property so far as this shall not avoid the policies or contracts of insurance; provided that the carrier reimburse the claimant for the premium paid thereon.

Sec. 3. Except where such service is required as the result of carrier's negligence, all property shall be subject to necessary cooperage, packing and repacking at owner's cost.

### Sec. 4.

- a) Property not received by the party entitled to receive it within the free time (if any) allowed by tariffs lawfully on file (such free time to be computed as therein provided) after notice of the arrival of the property at destination or at the port of export (if intended for export) has been duly sent or given, and after placement of the property for delivery at destination, or at the time tender of delivery of the property to the party entitled to receive it or at the address given for delivery has been made, may be kept in vehicle, warehouse or place of business of the carrier, subject to the tariff charge for storage and to carrier's responsibility as warehouseman, only, or at the option of the carrier, may be removed to and stored in a warehouse at the point of delivery or at other available points, at the cost of the owner, and there held without liability on the part of the carrier, and subject to a lien for all transportation and other lawful charges, including a reasonable charge for storage. In the event the consignee cannot be found at the address given for delivery, then in that event, notice of the placing of such goods in warehouse shall be left at the address given for delivery and mailed to any other address given on the bill of lading for notification, showing the warehouse in which such property has been placed, subject to the provisions of this paragraph.
- b) Where nonperishable property which has been transported to destination hereunder is refused by consignee or the party entitled to receive it upon tender of delivery or said consignee or party entitled to receive it fails to receive it or claim within 15 days after notice of arrival of the property at destination shall have been duly sent or given, the carrier may sell the same at public auction to the highest bidder, at such place as may be designated by the carrier; provided, that the carrier shall have first mailed, sent, or given to the consignor notice that the property has been refused or remains unclaimed, as the case may be, and that it will be subject to sale under the terms of the bill of lading if disposition be not arranged for, and shall have published notice containing a description of the property, the name of the party to whom consigned, and the time and place of sale, once a week for two consecutive weeks, in a newspaper of general circulation at the place of sale or nearest place where such newspaper is published; provided, that 30 days shall have elapsed before publication of notice of sale after said notice that the property was refused or remains unclaimed was mailed, sent, or given.
- c) Where perishable property which has been transported hereunder to destination is refused by consignee or party entitled to receive it, or consignee or party entitled to receive it shall fail to receive it promptly, the carrier may, in its discretion, to prevent deterioration or further deterioration, sell the same to the best advantage at private or public sale: provided, that if there be time for service of notification to the consignor or owner of the refusal of the property or the failure to receive it and request for disposition of the property, such notification shall be given, in such manner as the exercise of due diligence requires, before the property is sold.
- d) Where the procedure provided for in the two paragraphs last preceding is not possible, it is agreed that nothing contained in said paragraphs shall be construed to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law.
- e) The proceeds of any sale made under this section shall be applied by the carrier to the payment of advances, tariff charges, packing, storage, and any other lawful charges and the expense of notice, advertisement, sale, and other necessary expense and of caring for and maintaining the property, if proper care of the same requires special expense; and should there be a balance, it shall be paid to the owner of the property sold hereunder.
- f) Where the carrier is directed to load property from (or render any services at) a place or places at which the consignor or his agent is not present, the property shall be at the risk of the owner before loading.

Where the carrier is directed to unload or deliver property (or render any services) at the place or places at which the consignee or his agent is not present, the property shall be at the risk of the owner after unloading or delivery.

Sec. 5. No Carrier hereunder will carry or be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically rated in the published classifications or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed hereon.

Sec. 6. Explosives or dangerous goods will not be accepted for shipment. Every party whether principal or agent shipping such goods shall be liable for and indemnify the carrier against all loss or damage caused by such goods and carrier will not be liable for safe delivery of the shipment.

Sec. 7. The owner or consignee shall pay the advances, tariff charges, packing and storage, if any, and all other lawful charges accruing on said property; but, except in those instances where it may lawfully be authorized to do so, no carrier shall deliver or relinquish possession at destination of the property covered by this bill of lading until all tariff rates and charges thereon have been paid. The consignor shall be liable for the advances, tariff charges, packing, storage and all other lawful charges, except that if the consignor stipulates, by signature, in the space provided for that purpose on the face of this bill of lading that the carrier shall not make delivery without requiring payment of such charges and the carrier, contrary to such stipulation, shall make delivery without requiring such payment, the consignor (except as hereafter provided) shall not be liable for such charges: provided, that, where the carrier has been instructed by the customer or consignor to deliver said property to a consignee other than the customer or consignor, such consignee shall not be legally liable for transportation charges in respect of the transportation of said property (beyond those billed against him at the time of delivery for which he is otherwise liable) which may be found to be due after the property has been delivered to him, if the consignee (a) is an agent only and has no beneficial title in said property, and, (b) prior to delivery of said property has notified the delivering carrier in writing of the fact of such agency and absence of beneficial title, and, in case of a shipment reconsigned or diverted to a point other than that specified in the original bill of lading, has also notified the delivering carrier in writing of the name and address of the beneficial owner of said property; and in such cases the customer or consignor, or, in the case of a shipment so reconsigned or diverted, the beneficial owner, shall be liable for such additional charges. If the consignor has given to the carrier erroneous information as to who the beneficial owner is, such consignee shall himself be liable for such additional charges. Nothing herein shall limit the right of the carrier to require at time of shipment, the prepayment of the charges. If upon inspection it is ascertained that the articles shipped are not those described in this bill of lading, the advances or tariff charges must be paid upon the articles actually shipped.

Sec. 8. If this bill of lading is issued on the order of the customer, or his agent, in exchange or in substitution for another bill of lading, the customer's signature to the prior bill of lading as to the statement of value or otherwise, or election for common law or bill of lading liability, in or in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as if the same were written or made in or in connection with this bill of lading.

Sec. 9. Any alteration, addition or erasure in this bill of lading which shall be made without the special notation hereon of the agent of the carrier issuing this bill of lading shall be without effect and this bill of lading shall be enforceable to its original tenor.



# Uniform Household Goods Bill of Lading and Freight Bill

(Weight Based Transportation)

**ADSI Moving Systems, Inc.**

3122 Mike Padgett Hwy Augusta, GA 30906

706-793-0186

DOT No. 754250

Cert #: XXXX

Tariff: SCTB Tariff No. 6

Order No: ADS-317-14

Vehicle No: \_\_\_\_\_

ORIGIN				DESTINATION			
Customer <u>FIRESTONE BRIDGESTONE</u>				Customer <u>FIRESTONE BRIDGESTONE</u>			
Address <u>30 EMERY STREET</u>				Address <u>1 BRIDGESTONE PARKWAY</u>			
City <u>GREENVILLE</u>	State <u>SC</u>	Zip <u>29605</u>		City <u>GRANITEVILLE</u>	State <u>SC</u>	Zip <u>29829</u>	
County _____	Phone _____			County _____	Phone _____		

Pack Date	Load Date	Delivery Date	NOTIFY IN CASE OF: DELAY <input type="checkbox"/> CHARGES (Est. _____)
	10/15/2014	10/15/2014	Name: _____ Phone: _____

PACKING & UNPACKING SERVICES	Containers			Packing			Unpacking		
Items	Quantity	Rate	Amount	Quantity	Rate	Amount	Quantity	Rate	Amount
Dishpack									
Cartons: Less than 3 Cubic ft.									
3 Cubic feet									
4.5 Cubic feet									
6 Cubic feet									
6.5 Cubic feet									
Wardrobe Carton, not less than 10 cu. Ft.									
Mattress Carton; Crib									
Twin (not exceeding 39" X 75")									
Double (not exceeding 54" X 75")									
King/Q (exceeding 54" X 75")									
Long/S (39: 80")									
Corrugated Containers									
Crates:									
Minimum Crate or Container Charge:									
Add Container Packing & Unpacking Totals Together and insert sum total	Total Container Charges			Total Packing Charges			Total Unpacking Charges		

Weights	Gross	Tare	Net	Min. Wt.	Weight Based Services	Qty/CWT	Rate	Amount
ORIGINAL					Total Containers, Packing and Unpacking			
REWEIGH					Transportation			

**Transportation**

**Miles:**

THE SHIPMENT WILL MOVE SUBJECT TO THE RULES AND CONDITIONS OF THE CARRIER'S TARIFF AND PER THE ATTACHED CONTRACT TERMS AND CONDITIONS.

CUSTOMER HEREBY RELEASES THE ENTIRE SHIPMENT TO A VALUE NOT EXCEEDING

\$ \_\_\_\_\_  
(TO BE COMPLETED BY PERSON SIGNING BELOW)

NOTICE: THE CARRIER'S LIABILITY FOR LOSS AND DAMAGE WILL BE \$.60 PER POUND PER ARTICLE UNLESS A GREATER AMOUNT IS SPECIFIED BY THE CUSTOMER IN THE SPACE ABOVE.

CUSTOMER

DATE

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> BINDING ESTIMATE         | <input type="checkbox"/> C.O.D.: Customer's Intls _____ | <input type="checkbox"/> CASH            |
| <input type="checkbox"/> NON BINDING              | <input type="checkbox"/> PREPAID                        | <input type="checkbox"/> CASHIER'S CHECK |
| <input type="checkbox"/> GUARANTEED-NOT-TO-EXCEED | <input type="checkbox"/> BILLED                         | <input type="checkbox"/> MONEY ORDER     |

Account

Address

City

State

Zip

TOTAL PROBABLE COST		TOTAL CHARGES	
CHARGES		\$	
Maximum Amount Required to be Paid on Delivery (If Probable Cost/Binding statement has been given customer, the PROBABLE COST CHARGE PLUS 10%)			
PREPAYMENT			
BALANCE DUE			

All Advance or lawful charges must be paid in, cash, credit card, certified check, or cashier's check upon completion of all services, unless otherwise indicated by carrier

Carrier agrees to transport the goods and effects tendered by the customer subject to the preceding terms and conditions.

Carrier's Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Customer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Shipment was received in good condition except as noted and all services ordered have been performed.

Carrier's Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Customer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## CONTRACT TERMS AND CONDITIONS

### Sec. 1.

- a) The carrier or party in possession of any of the property herein described shall be liable as at common law for any loss thereof or damage thereto, except as hereinafter provided.
- b) No carrier or party in possession of all or any of the property herein described shall be liable for any loss thereof or damage thereto or delay caused by the act of God, the public enemy, the acts of public authority, quarantine, riots, strikes, perils of navigation, the act or default of the customer or owner, the nature of the property or defect or inherent vice therein. Except in case of negligence of the carrier or party in possession, no carrier or party in possession of all or any of the property herein described shall be liable for the loss or damage thereto or responsible for its condition, operation, or functioning, whether or not such property or any part of it is packed, unpacked, or packed and unpacked by the customer or its agent. Except in case of negligence of the carrier or party in possession, no carrier, or party in possession of all or any of the property herein described shall be liable for damage to or loss of contents of pieces of furniture, crates, bundles, cartons, boxes, barrels, or other containers unless such contents are open for the carrier's inspection and then only for such articles as are specifically listed by the customer and receipted for by the carrier or its agent.
- c) Except in case of negligence of the carrier or party in possession, the carrier or party in possession of the property herein described shall not be liable for delay caused by highway obstruction, or faulty or impassable highway, or lack of capacity of any highway, bridge, or ferry, or caused by breakdown of mechanical defect of vehicles or equipment.
- d) Except in case of negligence of the carrier or party in possession the carrier or party in possession shall not be liable for loss, damage, or delay occurring while the property is stopped and held or stored in transit upon request of the customer, owner, or party entitled to make such request, whether such request was made before or after the carrier comes into possession of the property.
- e) In case of quarantine the property may be discharged at the risk and expense of the owners into quarantine depot or elsewhere, as required by quarantine regulations, or authorities, and in such case, carrier's responsibility shall cease when the property is so discharged, or property may be returned by carrier at owner's expense to shipping point earning charges both ways. Quarantine expenses of whatever nature or kind upon or in respect to property shall be borne by the owners of the property or be a lien thereon. The carrier shall not be liable for loss or damage occasioned by fumigation or disinfection or other acts done or required by quarantine regulations or authorities even though the same may have been done by carrier's officers, agents, or employees, nor for detention, loss, or damage of any kind occasioned by quarantine or the enforcement thereof. No carrier shall be liable, except in case of negligence, for any mistake or inaccuracy in any information furnished by the carrier, its agents, or officers, as to quarantine laws or regulations. The customer shall hold the carriers harmless from any expense they may incur, or damages they may be required to pay, by reason of the introduction of the property covered by this contract into any place against the quarantine laws or regulations in effect at such place.

### Sec. 2.

- a) No carrier is bound to transport said property by any particular schedule, vehicle, train or vessel or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination. In all cases not prohibited by law, where a lower value than the actual value has been represented in writing by the customer or has been agreed upon in writing as the released value of the property as determined by the classification of tariffs upon which the rate is based, such lower value shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.
- b) As a condition precedent to recovery, claims must be filed in writing with the receiving or delivering carrier, or carrier issuing this bill of lading, or carrier in possession of the property when the loss, damage, injury or delay occurred, within 90 days after delivery of the property (or in case of export traffic, within nine months after delivery at port of export) or, in case of failure to make delivery, then within nine months after a reasonable time, for delivery has elapsed; and suits shall be instituted against any carrier only within two years and one day from the day when notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits not instituted thereon in accordance with the foregoing provisions, no carrier hereunder shall be liable, and such claims will not be paid.
- c) Any carrier or party liable on account of loss or damage to any of said property shall have the full benefit of any insurance that may have been effected upon or on account of said property so far as this shall not avoid the policies or contracts of insurance; provided that the carrier reimburse the claimant for the premium paid thereon.

Sec. 3. Except where such service is required as the result of carrier's negligence, all property shall be subject to necessary cooperage, packing and repacking at owner's cost.

### Sec. 4.

- a) Property not received by the party entitled to receive it within the free time (if any) allowed by tariffs lawfully on file (such free time to be computed as therein provided) after notice of the arrival of the property at destination or at the port of export (if intended for export) has been duly sent or given, and after placement of the property for delivery at destination, or at the time tender of delivery of the property to the party entitled to receive it or at the address given for delivery has been made, may be kept in vehicle, warehouse or place of business of the carrier, subject to the tariff charge for storage and to carrier's responsibility as warehouseman, only, or at the option of the carrier, may be removed to and stored in a warehouse at the point of delivery or at other available points, at the cost of the owner, and there held without liability on the part of the carrier, and subject to a lien for all transportation and other lawful charges, including a reasonable charge for storage. In the event the consignee can not be found at the address given for delivery, then in that event, notice of the placing of such goods in warehouse shall be left at the address given for delivery and mailed to any other address given on the bill of lading for notification, showing the warehouse in which such property has been placed, subject to the provisions of this paragraph.
- b) Where nonperishable property which has been transported to destination hereunder is refused by consignee or the party entitled to receive it upon tender of delivery or said consignee or party entitled to receive it fails to receive it or claim within 15 days after notice of arrival of the property at destination shall have been duly sent or given, the carrier may sell the same at public auction to the highest bidder, at such place as may be designated by the carrier; provided, that the carrier shall have first mailed, sent, or given to the consignor notice that the property has been refused or remains unclaimed, as the case may be, and that it will be subject to sale under the terms of the bill of lading if disposition be not arranged for, and shall have published notice containing a description of the property, the name of the party to whom consigned, and the time and place of sale, once a week for two consecutive weeks, in a newspaper of general circulation at the place of sale or nearest place where such newspaper is published; provided, that 30 days shall have elapsed before publication of notice of sale after said notice that the property was refused or remains unclaimed was mailed, sent, or given.
- c) Where perishable property which has been transported hereunder to destination is refused by consignee or party entitled to receive it, or consignee or party entitled to receive it shall fail to receive it promptly, the carrier may, in its discretion, to prevent deterioration or further deterioration, sell the same to the best advantage at private or public sale; provided, that if there be time for service of notification to the consignor or owner of the refusal of the property or the failure to receive it and request for disposition of the property, such notification shall be given, in such manner as the exercise of due diligence requires, before the property is sold.
- d) Where the procedure provided for in the two paragraphs last preceding is not possible, it is agreed that nothing contained in said paragraphs shall be construed to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law.
- e) The proceeds of any sale made under this section shall be applied by the carrier to the payment of advances, tariff charges, packing, storage, and any other lawful charges and the expense of notice, advertisement, sale, and other necessary expense and of caring for and maintaining the property, if proper care of the same requires special expense; and should there be a balance, it shall be paid to the owner of the property sold hereunder.
- f) Where the carrier is directed to load property from (or render any services at) a place or places at which the consignor or his agent is not present, the property shall be at the risk of the owner before loading.

Where the carrier is directed to unload or deliver property (or render any services) at the place or places at which the consignee or his agent is not present, the property shall be at the risk of the owner after unloading or delivery.

Sec. 5. No Carrier hereunder will carry or be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically rated in the published classifications or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed hereon.

Sec. 6. Explosives or dangerous goods will not be accepted for shipment. Every party whether principal or agent shipping such goods shall be liable for and indemnify the carrier against all loss or damage caused by such goods and carrier will not be liable for safe delivery of the shipment.

Sec. 7. The owner or consignee shall pay the advances, tariff charges, packing and storage, if any, and all other lawful charges accruing on said property; but, except in those instances where it may lawfully be authorized to do so, no carrier shall deliver or relinquish possession at destination of the property covered by this bill of lading until all tariff rates and charges thereon have been paid. The consignor shall be liable for the advances, tariff charges, packing, storage and all other lawful charges, except that if the consignor stipulates, by signature, in the space provided for that purpose on the face of this bill of lading that the carrier shall not make delivery without requiring payment of such charges and the carrier, contrary to such stipulation, shall make delivery without requiring such payment, the consignor (except as hereafter provided) shall not be liable for such charges; provided, that, where the carrier has been instructed by the customer or consignor to deliver said property to a consignee other than the customer or consignor, such consignee shall not be legally liable for transportation charges in respect of the transportation of said property (beyond those billed against him at the time of delivery for which he is otherwise liable) which may be found to be due after the property has been delivered to him, if the consignee (a) is an agent only and has no beneficial title in said property, and, (b) prior to delivery of said property has notified the delivering carrier in writing of the fact of such agency and absence of beneficial title, and, in case of a shipment reconsignee or diverted to a point other than that specified in the original bill of lading, has also notified the delivering carrier in writing of the name and address of the beneficial owner of said property; and in such cases the customer or consignor, or, in the case of a shipment so reconsignee or diverted, the beneficial owner, shall be liable for such additional charges. If the consignor has given to the carrier erroneous information as to who the beneficial owner is, such consignee shall himself be liable for such additional charges. Nothing herein shall limit the right of the carrier to require at time of shipment, the prepayment of the charges. If upon inspection it is ascertained that the articles shipped are not those described in this bill of lading, the advances or tariff charges must be paid upon the articles actually shipped.

Sec. 8. If this bill of lading is issued on the order of the customer or his agent, in exchange or in substitution for another bill of lading, the customer's signature to the prior bill of lading as to the statement of value or otherwise, or election for common law or bill of lading liability, in or in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as if the same were written or made in or in connection with this bill of lading.

Sec. 9. Any alteration, addition or erasure in this bill of lading which shall be made without the special notation hereon of the agent of the carrier issuing this bill of lading shall be without effect and this bill of lading shall be enforceable to its original tenor.



BEFORE  
THE PUBLIC SERVICE COMMISSION  
OF SOUTH CAROLINA  
DOCKET NO. 2016-231-T

Application of ADSI Moving Systems, Inc.                     )  
for a Class E (Household Goods) Certificate of                )  
Public Convenience and Necessity to Operate                )  
as a Motor Vehicle Carrier   )  
\_\_\_\_\_)

**DIRECT TESTIMONY OF PAULA F. PRICE**

1    **Q.     Please state your name, employer, and business address.**

2    A.     My Name is Paula Price. I am the President of Paula F. Price, Enterprises, LLC, located  
3           at 507B West Martintown Road, North Augusta, SC.

4    **Q.     What is the nature of your business?**

5    A.     Paula F. Price Enterprises, LLC (PFPE) is a woman/disabled veteran-owned small  
6           business with its primary place of business in North Augusta, South Carolina. PFPE's  
7           overall mission/vision is to provide quality staffing services and solutions for  
8           organizations that seek candidates that possess specific technical and professional skills  
9           such as Facilities Maintenance, Project Controls, Project Support Staffing, Professional  
10          Staff Augmentation Services, Site Safety Inspections, and Project/Construction  
11          Management.

12   **Q.     How long have you worked in this business?**

13   A.     6 Years.



1    **Q.    Do you ever have occasion to use or to recommend household goods movers?**

2    A.    Yes. We place approximately 150 candidates throughout the State of South Carolina  
3           annually. We are currently searching for candidates to fill approximately 12 positions in  
4           South Carolina now. Many of these candidates require to be relocated and have the need  
5           to utilize the services of a professional mover.

6    **Q.    What do you look for in a household goods mover?**

7    A.    Honesty, Integrity and Service Capability. We prefer to use professional movers with a  
8           demonstrated history of providing quality service.

9    **Q.    Is it difficult to find qualified household goods movers in South Carolina?**

10   A.    For us, looking for quality movers in SC is a challenge. Typically the closest mover to  
11           our area is 70-80 miles away in Columbia.

12   **Q.    Is there a demand for qualified household goods movers in the State of South Carolina**  
13           **that currently is not being met?**

14   A.    I believe so, yes.

15   **Q.    Are you familiar with ADSI Moving Services, Inc.?**

16   A.    Yes, ADSI is a quality company with outstanding credentials and reputation!

17   **Q.    Would you use and/or recommend the services of ADSI Moving Services, Inc. for**  
18           **intrastate moves in South Carolina if ADSI is granted a certificate by the Public**  
19           **Service Commission?**

20   A.    Absolutely.

21   **Q.    Does this conclude your testimony?**

22   A.    Yes.